Terms of Service

Last edited: November 13, 2024

These Terms of Use ("**Terms**") apply to your access to and use of Conversa (the "**Platform**"), which is provided by Authentic Interactions Inc. ("**Authentic Interactions**," or "**we**") and the online products and services available through the Platform (collectively together with the Platform, the "**Service**"). **By clicking "I Agree", by accessing or using our Service, or by otherwise indicating on a Subscription or Reseller Agreement, you agree to these Terms, including the mandatory arbitration provision and class action waiver in Section 23. If you do not agree to these Terms, do not use our Service. If you are agreeing to these Terms on behalf of a company, organization or another legal entity ("Entity"), you are agreeing to these Terms for that Entity and representing to Authentic Interactions that you have the authority to bind such Entity and its Affiliates to these Terms, in which case the terms "Subscriber," "You," or "Your" herein refers to such Entity and its Affiliates. If you do not have such authority, you must not use or authorize any use of the Services.**

If you have any questions about these Terms or our Service, please contact us at **legal@storyfile.com**. For information about how we collect, use, share and otherwise process information about you, please see our Privacy Policy.

In the event of any inconsistency or conflict between the Conversa Terms of Service and the terms of any Subscriber Agreement, Reseller Agreement or Statement of Work, the terms of the Subscriber Agreement, Reseller Agreement, or Statement of Work shall control.

1. Eligibility; Authority

You must be at least 18 years of age to create an account. By creating an account, you represent and warrant that you are 18 years of age or older.

2. Accounts and Account Security

a. You may need to register for an account to enable access to some or all of our Service. If you register for an account, you must provide accurate account information and promptly update this information if it changes. You also must maintain the security of your account and promptly notify us if you discover or suspect that someone has accessed your account without your permission. You are responsible for safeguarding the password that you use to access the Service. If you permit others to use your account credentials, you are responsible for the activities of such users that occur in connection with your account.

b. Certain subscription plans may allow you to grant other registered users (**"Team Members"**) access to the account. Access to and use of certain Services is restricted, such as to the specified number of Team Members permitted under your subscription to the Service, as detailed in the Subscriber Agreement. Both you and each team member is deemed a party to these Terms and your Subscription or Reseller Agreement. You are responsible for the actions of your team members and must monitor their access and usage.

3. Payment of Fees

Unless otherwise expressly set forth in a Subscriber Agreement, Reseller Agreement or Statement of Work, all applicable fees described therein (the "Fees") are due in full upon commencement of the Term. If a due date for payment is not included on an invoice, payment shall be due within 30 days of the date of the invoice. Authentic Interactions reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of any the-current term, upon thirty (30) days prior notice to you (which may be sent by email). If you believe that Authentic Interactions has billed you incorrectly, you must contact Authentic Interactions no later than 60 days after the date on the invoice in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Authentic Interactions' customer support department. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. You shall be responsible for all taxes associated with Platform other than U.S. taxes based on Authentic Interactions' net income. If you fail to pay Fees within five (5) days of Authentic Interactions' notice to you that payment is delinquent, Authentic Interactions may suspend your access to and use of the Service. All billing questions shall be directed to finance@storyfile.com.

4. Termination

a. Subject to earlier termination as provided herein, the initial term for your access to the Platform is for the initial term as specified in the Subscriber or Reseller Agreement and shall be automatically renewed for additional one-year periods (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

b. In addition to any other remedies it may have, either party may also terminate the Subscriber or Reseller Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days of notice. You will be required to pay in full for the Platform up to and including the last day on which the Platform is provided. Upon any termination, Authentic Interactions will make reasonable efforts to make all your data available to you for electronic retrieval for a period of thirty (30) days, but is not obligated to delete your stored data.

5. StoryFile Videos

The Service uses proprietary technology (the **"StoryFile Technology"**) to create video content (the **"StoryFile Videos"**) that enable users to engage in a life-like conversational video interaction with the subject of the StoryFile Video (the "**Subject**"). The StoryFile Technology is designed to emulate a dialogue by selecting answers, from within the database of pre-recorded content recorded by the Subject, that are responsive to a user's question, based on StoryFile's proprietary algorithms. StoryFile will host the StoryFile Videos, subject to reasonable limits on storage, storage fees, or other terms, as may be imposed by StoryFile from time to time upon written notice to you (or as set forth in these Terms), and Authentic Interactions' right to terminate at any time. In the event of termination of the Service, or of your access to the Service, other than due to any breach by you, StoryFile will make reasonable efforts, where feasible, to provide you the opportunity to download a copy of your User Content (as defined herein). STORYFILE MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE STORYFILE VIDEO OR THE STORYFILE TECHNOLOGY WILL ALWAYS BE ACCESSIBLE OR AVAILABLE OR WILL BE UNINTERRUPTED OR ERROR FREE.

6. Voice Recordings and Transcripts
You acknowledge and agree that when you interact by voice with a StoryFile Video through the Service, an audio file of your voice (the **"Recording"**) is captured and that such Recording may be accessed and processed by our speech recognition provider in order to create a transcript of your interaction (the **"Transcript"**) and facilitate your conversations and interactions with our Service. The Recording is not retained after it is processed and is not used for any other purpose, but you agree that the Transcript may be used and retained to provide, maintain, analyze and improve our Service, including for quality control, to develop, test, enhance or improve speech recognition technology and artificial intelligence algorithms, and for other research and development and data analysis purposes. You (i) consent to the creation of the Recording and the Transcript and the use thereof as described herein and in the Privacy Policy; and (ii) release and discharge Authentic Interactions and its officers, directors, employees, agents, and assigns (collectively and individually, the **"Authentic Interactions Parties"**) from all liability for any claims that the creation or use of the Recording or Transcript by Authentic Interactions (or any party on its behalf) as authorized in these Terms violates any of your rights, including intellectual property rights or rights of publicity or privacy. You also acknowledge and agree that you will not be entitled to any additional compensation for the use of any of the Transcripts as authorized under these Terms.

7. User Content

a. Our Service may allow you and other users to create, post, store and share text, photos, videos, documents, artwork, music, and other content and materials including as part of a StoryFile Video and may also allow you and other users to create and input scripts and question variants (collectively, "User Content") to allow the StoryFile Technology to better emulate a dialogue. Except as otherwise provided herein, you retain all rights in and to your User Content, excluding any StoryFile Videos and other portions of the Service included in your User Content.
b. You grant Authentic Interactions and its subsidiaries and affiliates a perpetual, irrevocable, nonexclusive, royalty-free, worldwide, sublicensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform and publicly display your User Content, and your name, voice, and likeness as contained therein, in and in connection with your StoryFile Videos and and as necessary to provide the Service and for internal testing purposes, in all media formats and channels now known or later developed, and you allow Authentic Interactions to use your name and logo for Authentic Interactions marketing purposes without compensation to you. Depending on your account settings, when you post or otherwise share or User Content on or through our Service, you understand that your User Content and any associated information may be visible to others in accordance with such settings.
c. You may not create, post, store or share any User Content that violates these Terms or for which you do not have all the rights necessary to grant us the license described above. You represent and warrant that your User Content, and our use of such content as permitted by these Terms, will not violate any rights of or cause injury to any person or entity. Although we have no obligation to screen, edit or monitor User Content, we may delete or remove User Content at any time and for any reason with or without notice.

8. Your Responsibilities You will be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Platform, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers, displays and the like (collectively, "Equipment"). You will also be responsible for maintaining the security of the Equipment, your account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of your account or the Equipment with or without your knowledge or consent.

9. Prohibited Conduct and Content
You agree that you will not do any of the following in connection with the Service:

a.

Use or attempt to use another user's account without authorization from that user and Authentic Interactions;

- Impersonate or post on behalf of any person or entity or otherwise misrepresent your identity or affiliation with any person or entity;
- Sell, resell, sublicense, or commercially use our Service, unless provided agreed to in a Reseller Agreement;
- Copy, reproduce, distribute, publicly perform or publicly display all or portions of our Service, except as expressly permitted by us or our licensors;
- Modify, adapt, or hack our Service, remove any proprietary rights notices or markings, or otherwise make any derivative works based upon our Service;
- Use our Service other than for its intended purpose and in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Service or that could damage, disable, overburden or impair the functioning of our Service in any manner;
- Reverse engineer any aspect of our Service or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of our Service;
- Use any data mining, robots or similar data gathering or extraction methods designed to scrape or extract data from our Service;
- Develop or use any applications that interact with our Service without our prior written consent;
- Violate any applicable law, contract, intellectual property right or other third-party rights;
- Bypass or ignore instructions contained in our robots.txt file;
- Engage in any harassing, threatening, intimidating, predatory or stalking conduct; or
- Use our Service for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms.

b. You may not remove or export from the United States or allow the export or re-export of the Platform, Service or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are “commercial items” and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

c. You may also post or otherwise share only User Content that is nonconfidential and that you have all necessary rights to disclose. You may not create, post, store or share any User Content that, in our sole judgment:

- Is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory or fraudulent;
- Would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or otherwise create liability or violate any local, state, national or international law;
- May infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- Contains or depicts any statements, content, remarks or claims that are false, misleading, deceptive, or fraudulent;
- Impersonates, or misrepresents your affiliation with, any person or entity;
- Contains any unsolicited promotions, political campaigning, advertising or solicitations;
- Contains any private or personal information of a third party without such third party’s consent;
- Contains any viruses, corrupted data or other harmful, disruptive or destructive files or content; or
- Is objectionable, restricts or inhibits any other person from using or enjoying our Service, or may expose Authentic Interactions or others to any harm or liability of any type.

d. Enforcement of these rules is solely at Authentic Interactions’ discretion, and failure to enforce this section in some instances does not constitute a waiver of our right to enforce it in other instances. In addition, these rules do not create any private right of action on the part of any third party or any reasonable expectation that the Service will not contain any content that is prohibited by such rules.

10. Ownership; Limited Grant of Rights

a. The Service, including the StoryFile Technology, the Site, the text, graphics, images, photographs, videos, illustrations and other content contained therein, and all StoryFile Videos (but excluding any User Content contained therein), are owned by Authentic Interactions or our licensors and are protected under both United States and foreign laws. Except as explicitly stated in these Terms, all rights in and to the Service are reserved by us or our licensors.

b. Subject to your compliance with these Terms, you are hereby granted a limited, nonexclusive, nontransferable, non-sublicensable, revocable right to access and use our Service and to download your User Content and Your Data (as defined herein) in accordance with your Subscription or Reseller Agreement. Any use of the Service other than as specifically authorized herein, without our prior written permission, is strictly prohibited, will terminate the license granted herein and violate our intellectual property rights. You may not upload, port, or adapt the StoryFile Videos or use or permit the StoryFile Videos to be hosted on another platform in an interactive manner, unless expressly authorized in writing by Authentic Interactions. If you are permitted to use the StoryFile Videos on a third-party platform, you will prominently and conspicuously display, on or near any presentation of the StoryFile Video, an attribution or credit line such as "Powered by StoryFile" as approved by Authentic Interactions designating the source and origin of the StoryFile Video.

c. The Platform shall be available 99%, measured monthly, excluding holidays and weekends and scheduled maintenance. If you request maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Authentic Interactions’control will also be excluded from any such calculation. Your sole and exclusive remedy, and Authentic Interactions’ entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Authentic Interactions will credit you 5% of Service fees for each period of 30 or more consecutive minutes of downtime; that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as you (with notice to Authentic Interactions) recognize that downtime is taking place and continues until the availability of the Platform is restored. In order to receive downtime credit, you must notify Authentic Interactions in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Authentic Interactions will only apply a credit to the month in which the incident occurred. Authentic Interactions’ blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Authentic Interactions to provide adequate service levels under this Agreement.

11. Trademarks

STORYFILE®, STORYFILE LIFE™, WHAT’S YOUR STORY™, CONVERSA™, and our logos, slogans, and the look and feel of the Service are trademarks of Authentic Interactions and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned on or in connection with the Service are the property of their respective owners. Reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier or otherwise, or to individuals, does not constitute or imply any endorsement, affiliation, sponsorship or recommendation.

12. Confidential Information

a. Each party (the **“Receiving Party”**) understands that the other party (the **“Disclosing Party”**) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Confidential Information” of the Disclosing Party). Confidential Information of Authentic Interactions includes non-public information regarding features, functionality and performance of the Service. Your Confidential Information includes non-public data provided by you to Authentic Interactions to enable the provision of the Platform (**“Your Data”**). The Receiving Party to Authentic Interactions to enable the provision of the Platform ("**Your Data**"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Confidential Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after three (3) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

b. You shall own all right, title and interest in and to Your Data. Authentic Interactions shall own and retain all right, title and interest in and to (a) the Platform and Authentic Interactions technology, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

c. Notwithstanding anything to the contrary, Authentic Interactions shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Platform and related systems and technologies (including, without limitation, information concerning Your Data and data derived therefrom), and Authentic Interactions will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Platform and for other development, diagnostic and corrective purposes in connection with the Platform and other Authentic Interactions offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

13. Support

Authentic Interactions shall provide basic support ("Authentic Interactions Support") for the Platform at no additional cost to you. Authentic Interactions Support will be available between the hours of 9 am to 5 pm Pacific time. Support inquiries will be entered into Authentic Interactions' ticketing system and will be responded to in order of receipt by Authentic Interactions. You may purchase additional support levels for an additional fee. All pricing and features are included on the Authentic Interactions website.

14. Professional Services

You may separately purchase from Authentic Interactions professional services in relation to the Platform as may be generally available by Authentic Interactions to its clients, pursuant to Authentic Interactions' then applicable professional services terms and conditions.

15. Feedback

You may voluntarily submit or otherwise communicate to us any questions, comments, suggestions, ideas, original or creative materials or other information about Authentic Interactions or our Service (collectively, **"Feedback"**). You understand and agree that we have no obligation to treat Feedback as confidential and that we may use such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you, including to develop, copy, publish, or improve the Feedback in Authentic Interactions' sole discretion.

16. Repeat Infringer Policy; Copyright Complaints

In accordance with the Digital Millennium Copyright Act and other applicable law, we have adopted a policy of terminating, in appropriate circumstances, the accounts of users who repeatedly infringe the intellectual property rights of others. If you believe that anything on our Service infringes any copyright that you own or control, you may notify Authentic Interactions' designated agent as follows:

Designated Agent: Copyright Agent
Address: 125 W 4th St., #408, Los Angeles, CA 90013
E-Mail Address: dmca@storyfile.com

Please see 17 U.S.C. § 512(c)(3) for the requirements of a proper notification. Also, please note that if you knowingly misrepresent that any activity or material on our Service is infringing, you may be liable to Authentic Interactions for certain costs and damages.

17. Third-Party Content; Third-Party Charities, Products and Services

We may provide, or may provide links to or information about, third-party content through the Service (collectively, **"Third-Party Content"**). We provide Third-Party Content as a service to those interested in such content. Authentic Interactionsdoes not control or endorse, and makes no representations or warranties regarding, any Third-Party Content, including without limitation regarding its accuracy or completeness. You acknowledge and agree that Authentic Interactions is not responsible or liable for, and undertakes no responsibility to update or review, any Third-Party Content. Your access to and use of such Third-Party Content is at your own risk. Authentic Interactions may also provide information about or links to third-party charities, products or services on the Service. Authentic Interactions does not endorse or make any representations or warranties regarding any third-party charities, products or services or any related promotions or vendors. Your business dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and such third party. Authentic Interactions is not responsible or liable in any manner for any third-party charities, products or services, for any loss or damage of any sort incurred as the result of any donations you may make or any products, services, dealings or promotions.

18. Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Authentic Interactions Parties from and against any losses, liabilities, claims, actions, judgements, demands, damages, expenses or costs (**"Claims"**) arising out of or related to (i) your User Content or Feedback; (ii) your violation of these Terms or of any rights of another user or a third party (including intellectual property rights or privacy rights); or (iii) your conduct in connection with the Service. You agree to promptly notify the Authentic Interactions Parties of any third-party Claims, cooperate with the Authentic Interactions Parties in defending such Claims, and pay all fees, costs and expenses associated with defending such Claims (including attorneys' fees). You also agree that the Authentic Interactions Parties will have the option to participate in the the defense or settlement, at Authentic Interactions' sole option, of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Authentic Interactions or the other Authentic Interactions Parties.

19. Disclaimers

YOUR USE OF OUR SERVICE ARE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY

YOUR USE OF OUR SERVICE ARE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OUR SERVICE AND ANY CONTENT THEREIN (INCLUDING ALL STORYFILE VIDEOS) ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IN ADDITION, AUTHENTIC INTERACTIONS DOES NOT REPRESENT OR WARRANT THAT OUR SERVICE OR ACCESS TO YOUR STORYFILE VIDEOS WILL BE ACCURATE, COMPLETE, RELIABLE, CURRENT, UNINTERRUPTED, PERPETUAL, OR ERROR-FREE. WHILE AUTHENTIC INTERACTIONS ATTEMPTS TO MAKE YOUR USE OF OUR SERVICE AND ANY CONTENT THEREIN SAFE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT OUR SERVICE OR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICE.

20. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, AUTHENTIC INTERACTIONS AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, DIRECTORS, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND AUTHENTIC INTERACTIONS' REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CLIENT TO AUTHENTIC INTERACTIONS FOR THE SERVICES UNDER THIS AGREEMENT IN THE SIX MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT AUTHENTIC INTERACTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

21. Release

To the fullest extent permitted by applicable law, you release Authentic Interactions and the other Authentic Interactions Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. If you are a consumer who resides in California, you hereby waive your rights under California Civil Code § 1542, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

22. Transfer and Processing Data

In order for us to provide our Service, you agree that we may process, transfer and store information about you in the United States and other countries, where you may not have the same rights and protections as you do under local law.

Dispute Resolution; Binding Arbitration

Please read the following section carefully because it requires you to arbitrate certain disputes and claims with Authentic Interactions and limits the manner in which you can seek relief from us, unless you opt out of arbitration by following the instructions set forth below. No class or representative actions or arbitrations are allowed under this arbitration provision. In addition, arbitration precludes you from suing in court or having a jury trial.

No Representative Actions. You and Authentic Interactions agree that any dispute arising out of or related to these Terms or our Service is personal to you and Authentic Interactions and that any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action or any other type of representative proceeding.

Informal Resolution. Before filing a claim, each Party agrees to try to resolve the dispute by contacting the other Party through the notice procedures in this Section. If a dispute is not resolved within thirty (30) days of notice, You or Authentic Interactions may bring a formal proceeding. You agree to provide Authentic Interactions written notice of your claim ("Notice") by email at legal@storyfile.com. Authentic Interactions will contact you using the contact information on your Order Form.

Arbitration. You and Authentic Interactions agree to resolve any claims relating to the Agreement or the Services through final and binding arbitration before one arbitrator, except as set forth below. This includes disputes arising out of or relating to the interpretation or application of this "Arbitration" subsection, including its scope, enforceability, revocability, or validity. The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules. The arbitration will be held in Birmingham, Alabama, or any other location both parties agree to in writing. The arbitrator may award relief only individually and only to the extent necessary to redress your or Authentic Interactions' individual claim(s); the arbitrator may not award relief on behalf of others or the general public. Your responsibility to pay any arbitration fees and costs will be solely as set forth in the applicable AAA Rules. The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the dispute or the relief sought was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). Our past, present and future affiliates and agents may invoke our rights under this "Dispute Resolution" Section in the event they become involved in a dispute with you; otherwise, these Terms do not give rights to any third parties.

Exception to Arbitration. Either Party may bring a lawsuit according to Section 24 solely for injunctive relief to stop unauthorized use or abuse of the Services or infringement of intellectual property rights without first engaging in the informal dispute notice process described above. Both you and Authentic Interactions consent to venue and personal jurisdiction there.

Any Dispute must be filed within one year after the relevant claim arose; otherwise, the Dispute is permanently barred, which means that you and Authentic Interactions will not have the right to assert the claim.

You have the right to opt out of binding arbitration within 30 days of the date you first accepted the terms of this Section 23 by emailing us at legal@storyfile.com. In order to be effective, the opt-out notice must include your full name and address and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve Disputes in accordance with Section 24.

Section 24.

If any portion of this Section 23 is found to be unenforceable or unlawful for any reason, (i) the unenforceable or unlawful provision shall be severed from these Terms; (ii) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of this Section 23 or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section 23; and (iii) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Section 23 is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Section 23 will be enforceable.

24. Governing Law and Venue

Any dispute arising from these Terms and your use of the Service will be governed by and construed and enforced in accordance with the laws of the state of Alabama, except to the extent preempted by U.S. federal law, without regard to conflict of law rules or principles (whether of Alabama or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration will be resolved in the state or federal courts of Alabama and the United States, respectively, sitting in Jefferson County, Alabama.

25. Modifying and Terminating our Service

We reserve the right to modify our Service or to suspend or stop providing all or portions of our Service, or to terminate your use of the Service, at any time in our sole discretion, including terminating the hosting of StoryFile Videos, Your Data and the availability of the StoryFile Technology. You also have the right to stop using our Service at any time. We are not responsible for any loss or harm related to your inability to access or use our Service, including your StoryFile Videos or Your Data, for any reason. In any such event, access to your StoryFile Videos will be in accordance with Section 4 of these Terms.

26. Additional Terms and Amendments

a. We may supply different or additional terms in relation to some portions of our Service, and those different or additional terms become part of your agreement with us if you use those Service. If there is a conflict between these Terms and the additional terms, the additional terms will control for that conflict.
b. We may make changes to these Terms from time to time. If Authentic Interactions makes a material change to any of the foregoing, Authentic Interactions will inform you by email to the email address(es) noted on the Subscription or Reseller Agreement or by providing a notice through our Service or updating the date at the top of these Terms. Unless we say otherwise in our notice, the amended Terms will be effective immediately, and your continued use of our Service after we provide such notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop using our Service.

27. Severability

If any provision or part of a provision of these Terms is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

28. Miscellaneous

a. The failure of Authentic Interactions to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. These Terms reflect the entire agreement between the parties relating to the subject matter hereof and supersede all prior agreements, representations, statements and understandings of the parties. The section titles in these Terms are for convenience only and have no legal or contractual effect. Use of the word "including" will be interpreted to mean "including without limitation." Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree that communications and transactions between us may be conducted electronically.
b. Neither party will be liable for any failure to perform under this Agreement to the extent due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, outages or slow-downs of the internet, outages at any of Authentic Interactions' critical infrastructure providers, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, pandemic, destruction of production facilities, insurrection or any other cause beyond the reasonable control of the party invoking this provision provided that it gives prompt notice to the other of its invocation of this provision and makes diligent efforts to resume its performance despite such force majeure.
c. These Terms are not assignable, transferable or sublicensable by you except with Authentic Interactions' prior written consent. Authentic Interactions may transfer and assign any of its rights and obligations under these Terms without consent.
d. No agency, partnership, joint venture, or employment is created as a result of these Terms and you does not have any authority of any kind to bind Authentic Interactions in any respect whatsoever.
e. Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. All notices to you shall be sent to the contact on the Subscription or Reseller Agreement or as subsequently designated by you. All notices to Authentic Interactions shall be sent to: Authentic Interactions Inc., Attn: Legal, 125 W 4th St, #408, Los Angeles, CA 90013 If by email, notices to StoryFile shall be sent to legal@storyfile.com.
f. Under California Civil Code Section 1789.3, California consumers are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite N-112, Sacramento, California 95834, or by telephone at 1 (800) 952-5210.

STORYFILE

StoryFile is an AI-powered video platform that allows users to create and train conversational AI interactions, making AI conversations feel more human.

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